



DES MOINES METRO TRANSIT / 06-09  
TEAMSTERS #238 (PARATRANSIT)

PARATRANSIT LABOR AGREEMENT

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## **AGREEMENT**

THIS AGREEMENT entered into this 1st day of July, 2003, by and between DES MOINES REGIONAL TRANSIT AUTHORITY (PARATRANSIT), hereinafter referred to as the "Employer", and TEAMSTERS LOCAL UNION NO. 238, OVER-THE-ROAD, CITY TRANSFER DRIVERS, HELPERS, DOCKMEN, WAREHOUSEMEN, INSIDE WORKERS, STATE, COUNTY & MUNICIPAL EMPLOYEES, hereinafter called the "Union," represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

## **ARTICLE 1**

### **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Paratransit Division of the Regional Transit Authority at Des Moines, Iowa, including Drivers and Chauffeurs, as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 2344, dated January 17, 1984, which excludes all office clerical employees, professional employees, and other excluded by the Public Employment Relations Act.

## **ARTICLE 2**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **ARTICLE 3**

### **NON-DISCRIMINATION IN EMPLOYMENT**

The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline or otherwise because of race, creed, color, national origin, sex, age, religion or physical disability; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the Employer. Whenever the male or female gender is used in this agreement, it will be deemed to include the opposite gender.

## **ARTICLE 4**

### **EMPLOYER RIGHTS**

In matters not specifically covered by language within this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

## **ARTICLE 5**

### **UNION RIGHTS**

The Employer and Union recognize the Union's right to negotiate wages, hours, and other mandatory terms and conditions of employment as outlined in Chapter 20, the Code of Iowa.

## **ARTICLE 6**

### **UNION STEWARDS**

The Employer recognizes the right of the local Union to designate up-to two (2) job stewards and two (2) alternates from the Employer's seniority list. The union will within five (5) working days notify the Human Resources Director in writing as to the designated job steward and their status. It is understood and agreed that no more than one individual will perform the duties of steward, as hereinafter set out, at any one time. The authority of the job steward shall be limited to and shall not exceed, the following duties:

1. The investigation and presentation of grievances with the Employer in accordance with the provisions of the collective bargaining Agreement.
2. The transmission of such necessary messages and information, which shall originate with, and are authorized by the local Union or its officers, provided such messages and information are:
  - a. Necessary and proper under the circumstances.
  - b. The transmission of such messages in no way interferes with or impedes the normal work schedule and is done on other than employer time.

It is agreed that the job steward shall not investigate, present and process grievances on Employer time. In the event that it is absolutely necessary, reasonable time as determined by the Employer will be permitted by the Employer for the performance of said duties. In no event will the job steward be permitted to call group meetings or meet off the property for Union purposes, during hours of employment, unless the prior consent of the Human Resources Director is obtained.

**ARTICLE 7**  
**DUES CHECK-OFF AND INDEMNIFICATION**

Upon receipt of lawfully executed written authorization from an employee, which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from their pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Human Resources Director in writing of the exact amount of such regular membership dues to be deducted.

The Employer will also deduct for a Credit Union and/or the United Way upon written request from an employee.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

**ARTICLE 8**  
**NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by the Agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE 9**

### **DISCIPLINE**

The Employer and Union recognize the authority of the Employer to take disciplinary action against employees where appropriate.

The Employer has the right to discipline employees for just cause, including violations by an employee of work rules promulgated by management or this Agreement.

Disciplinary actions or measures may include the following:

1. First Letter of Warning
2. Second Letter of Warning
3. Suspension
4. Discharge (notice to be given in writing)

Warnings will normally be invalid beyond a twelve (12) month period, but will be kept in the personnel file for reference; however, based on the severity of the infraction, on a case-by-case basis, the warning may be valid for an extended time.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application, or interpretation of a specific provision; of this Agreement shall be adjusted in accordance with the following procedure:

**Informal:** An employee shall discuss a complaint or problem orally with their immediate supervisor or designated representative within three (3) working days following its occurrence in an effort to resolve the problem in an informal manner.



## **Grievance Steps:**

**STEP 1.** If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the immediate supervisor within three (3) working days following the oral discussion. The written grievance shall state the nature of the grievance, note the clause or clauses violated, shall state the remedy requested, and shall be dated and signed by the employee or the Union. A copy of the grievance shall be forwarded to the Human Resources Director. Within five (5) working days after this Step 1 meeting, the Employer will answer the grievance.

**STEP 2.** If the Employer's answer in Step 1 fails to resolve the grievance, the Union and/or the aggrieved employee shall refer the grievance to the Human Resources Director within three (3) working days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and/or the Union, and the Human Resources Director or designated representative, the Human Resources Director shall answer the grievance in writing within seven (7) working days. On each individual grievance, said time limits referred to in Step 2 may be extended upon mutual agreement of the Employer and the Union.

**STEP 3.** If the Employer's answer in Step 2 fails to resolve the grievance, the Union and/or the aggrieved employee shall refer the grievance to the General Manager within three (3) working days of the receipt of the Step 2 answer. The General Manager or designated representative shall answer the grievance in writing within fifteen (15) working days. On each individual grievance, said time limits referred to in Step 3 may be extended upon mutual agreement of the Employer and the Union.

**STEP 4.** Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) working days after the date of the General Manager's answer given in Step 3.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. An aggrieved employee may elect not to have a Union representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form, as provided in Step 2 of the grievance procedure. If a grievance is not presented by the employee or the Union within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step by the employee or the Union within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The moving party shall strike the first name.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator shall be borne equally by both parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting, except that the other party may request a copy of such transcript, in which case the parties shall divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

As mentioned in the first paragraph of this Article, the grievance procedure is the appropriate method of resolving grievances which may arise during the term of this Agreement. If an employee formally files an alleged violation of the Agreement other than under the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedure.

## **ARTICLE 11**

### **SENIORITY**

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Probationary employees shall have no seniority until they have satisfactorily completed the probationary period. Seniority shall be administered on a job classification basis. An employee who leaves the bargaining unit to become a non-union employee of management shall have seniority for up-to sixty (60) days as if the employee never left the unit.

All new employees shall serve a probationary period not to exceed ninety (90) calendar days. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

Part-time employees will accrue seniority only within their job classification while so employed. A part-time employee who applies and is accepted for employment as a full-time employee shall for all purposes accrue seniority only from the date of his appointment to full-time. A separate list of part-time employees will be made available to the Union. All employees hired prior to July 1, 1984, shall have their seniority recognized on both seniority lists.

The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement each six (6) months (January and July). Any protest as to the correctness of the seniority list must be made in writing to the Human Resources Director within fifteen (15) days after the list is posted. If no protest is filed, in writing, within this fifteen (15) day period, the seniority list will be deemed approved. When a layoff occurs in the full-time job classification the full-time employee will be laid off and may elect to accept or decline a part-time position. The affected employee will have bumping rights within the part-time job class. The part-time employee affected by a bump will have the right to bump any part-time employee with less job class seniority. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee shall have five (5) days to report to work after being notified.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- a. employee quits.
- b. employee is discharged.
- c. giving false reason for obtaining leave of absence.
- d. three (3) days of absence without notice to the Employer.
- e. failure to report for work at the end of leave of absence.
- f. failure to report for work within five (5) working days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address according to Employer records.
- g. employee retires.
- h. an employee is absent from work for any reason over one (1) year or a period of time equal to the employee's seniority, whichever is shorter, provided before the end of six (6) months of absence expires, the employee contacts the Human Resources Director to verify continued interest for another six (6) month period.

It is the employee's responsibility to keep the Human Resources Director informed of their current address and telephone number.

When an existing shift becomes available, or when a new route is established, the Employer will post the shift for a period of three (3) working days. A full-time shift will be available to full-time employees first; and if no full-time employee should apply, the shift will be open to part-time employees. In determining the successful applicant, the Employer will consider the applicant's seniority. An employee will only be allowed to change shifts once in a twelve month period in each job class. The employee may grieve the Employer's decision as to the applicant selected.

## **ARTICLE 12**

### **MEDICAL**

All regular full-time employees who have completed their probationary period will be eligible for health and major medical insurance coverage. The Employer will select the medical insurance plan.

The Employer will pay a maximum contribution each month towards the monthly premium as follows:

|               |               |               |
|---------------|---------------|---------------|
| <u>7/1/06</u> | <u>7/1/07</u> | <u>7/1/08</u> |
| \$210.00      | \$230.00      | \$245.00      |

## **ARTICLE 13**

### **FLOATING HOLIDAYS**

Regular full-time employees who have completed their probationary period are eligible for two floating holidays per calendar year.

Employees are to be paid at the rate of eight (8) hours at the employee's normal straight-time wage rate. Employees are eligible for the holiday set forth in the Article when taken during the period in which they are actively at work.

To be eligible for floating holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday.

Floating holiday request must be submitted in writing no later than Wednesday of the week preceding the time off period requested, but will be accepted no more than thirty (30) days in advance of the day requested.

No more than two (2) employees will be approved for time off in any one day. Floating holiday requests will be granted to the employee submitting the request first.

## **ARTICLE 14**

### **VACATION**

A regular full-time employee is eligible to receive vacation in accordance with the following schedule:

|                   |  |
|-------------------|--|
| FIVE (5) DAYS     | after one (1) year continuous full-time service      |
| TEN (10) DAYS     | after two (2) years continuous full-time service     |
| FIFTEEN (15) DAYS | after five (5) years continuous full-time service    |
| TWENTY (20) DAYS  | after twelve (12) years continuous full-time service |

A regular part-time employee, hired prior to June 30, 1984, is eligible to receive vacation on a pro rata basis, based on forty (40) hours, after one year of continuous service.

Vacations are earned in the year (October 1 to September 30) prior to the year in which they are taken. All vacations must be taken during the calendar year following the year they are earned. Vacation time will be taken in weekly increments.

Employees with five (5) years continuous service will be allowed up-to five (5) vacations days to be taken in daily increments. Daily vacations may be used either on an emergency basis at the discretion of the Department Head or may be granted with a ten (10) day advance notice. Daily vacations cannot be selected during the annual vacation selection period.

Each year, between November 15th and December 15th, employees will make weekly vacation requests to the Department Head for the following year. The number of employees on vacation at any one time will be at the discretion of the Department Head. Changes to the vacation selected will be based on unscheduled weeks available. These weeks will be granted to the employee submitting the request first. When two (2) or more employees request the same time period, seniority will govern. The rescheduling of vacation leave may be required when, in the Department Head's judgment, it is necessary for the efficient operation of the department.

Upon resignation, layoff, or termination of employment, an employee shall be paid for all unused vacation left at the time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which they would have been regularly scheduled to work.

During the first anniversary year of employment, an employee is not eligible to earn pro-rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee or regular part-time employee, hired prior to June 30, 1984, can earn pro-rata vacation time and pay based upon hours worked if at least two hundred fifty (250) hours are worked. Paid leave time such as vacation time and recognized holidays are not considered as time worked.

All employees who work one thousand six hundred (1,600) hours in an anniversary year shall be entitled to one hundred percent (100%) of vacation time and pay.



## **ARTICLE 15**

### **LEGAL HOLIDAYS**

Regular full-time employees who have completed their probationary period are eligible for the following holidays:

- Independence Day
- Christmas Day
- Memorial Day
- Thanksgiving Day
- New Years Day
- Labor Day

Regular part-time employees, hired prior to June 30, 1984, are eligible for the following holidays on a pro-rata basis:

- Memorial Day
- Independence Day
- Christmas Day

Holidays are to be paid at the rate of eight (8) hours at the employee's straight-time wage rate. Employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee scheduled to work on any recognized paid holiday shall be paid employee's straight-time rate for all hours worked, plus the paid holiday at said straight-time rate.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

**Funeral Leave.** Each regular full-time employee who has completed their probationary period shall be eligible for three (3) days of paid leave for the death of a mother (step), father (step), spouse, life long partner, child, stepchild, grandchild, brother, sister, mother-in-law, father-in-law, or grandparents. An additional two (2) days of unpaid leave may be granted for attendance at the funeral and other related functions. A regular part-time employee, hired prior to June 30, 1984, is eligible for the above funeral leave on a pro-rata basis. Life long partner to be documented by an affidavit certifying that no member of the couple is legally married to another person and they are not related to each other. The affidavit must also affirm that the couple is/has been co-habiting (for a period of six months) and share an exclusive relationship. The couple must be financially interdependent, as evidenced by joint property, joint checking and/or savings accounts.

Each regular part-time employee who has completed their probationary period shall be eligible for three (3) days unpaid leave for the death of a parent, spouse, or dependent child.

**Military Leave.** A full-time employee may be granted a military leave of absence for a period of up-to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa 1975.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

**Unpaid Leave.** A regular full-time or regular part-time employee who has completed their probationary period may be granted a leave of absence without pay for a period of up-to six (6) months for personal illness or injury or other legitimate reasons, as determined by the Department Head.

**Jury Duty.** When a regular full-time employee is summoned for jury duty in Federal District and/or County Court and is required to lose time on the job as a result, the Employer will pay the difference between the pay received for jury duty for that day and eight (8) hours straight time pay providing that the following conditions are met:

- a. When an employee receives such notice to report for jury duty, he shall present such notice to the Department Head four (4) days prior to the reporting date.
- b. The employee must furnish the Employer with a statement from the Federal District and/or County Court listing the jury allowances paid and the days and times on which jury duty or stand-by jury duty was performed before pay can be authorized.
- c. The employee must report his availability to the dispatcher within thirty (30) minutes of release from jury duty each day. If the employee is assigned work that day, the Employer will pay the difference between pay received for work performed plus any jury duty allowance and eight (8) hours straight time pay.
- d. Employees failing to provide proper notice and documentation, or failing to report in the prescribed day, will not be eligible for jury duty pay.

**Physical Requirements.** The Company, for just cause, may require an employee to submit to a physical examination by a physician duly licensed to practice in Iowa to determine the employee's ability to adequately perform assigned duties and their ability to meet current DOT physical requirements for commercial drivers.

The examining physician shall be selected by the Company, and the cost of such examination shall be paid by the Company.

If the Company must relieve an employee from duty to perform the examination, the employee will be reimbursed for work shift time lost.

All employees will be required to perform a DOT re-certification physical examination paid by the company the month in which their most recent physical examination expires. Employees must continue to meet current DOT physical requirements for commercial drivers as well as have the ability to meet the minimum physical requirements necessary to adequately perform assigned duties.

Should any required physical examination reveal unfitness of the employee to perform assigned duties, the following shall occur depending upon the particular circumstances of each case:

The employee involved may continue working while undergoing medical treatment if the examining physician certifies his ability to do so safely.

The employee may be placed on sick leave per Section 3.5, at which time the Company may consult with the employee's personal physician.

If it is determined that the problem cannot be solved; and, therefore, the employee is unable to perform his job any longer the Company will attempt to transfer the employee to an open position in which he can perform. If no positions are open, the Company will provide professional employment counseling.

If the employee refuses to participate in the program for treatment, the Company may terminate said employee. The employee may retire, if applicable.

Any employee refusing a Company required physical examination or withholds medical information to the examining physician shall be terminated.

## **ARTICLE 17**

### **HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The shifts will vary according to client needs or as determined by the Employer.

The company shall endeavor, whenever weekly client schedules permit, to supply full-time employees with forty (40) hours of work.

Overtime shall be paid for at the rate of time and one half (1 1/2) the employee's straight-time hourly rate for all hours worked in excess of eight (8) hours in any one (1) work day or forty (40) hours in a work week. However, if an employee (full-time only) is scheduled to work four (4) consecutive ten (10) hour days, said employee will receive overtime pay after ten (10) hours in a work day or forty (40) hours in a work week.

## **ARTICLE 18**

### **UNIFORMS AND LICENSE**

All regular part-time employees will receive a uniform allowance of up-to \$150.00 per year. All regular full-time employees will receive a uniform allowance of up-to \$175.00 per year. Regardless of classification, yearly allowance will not exceed \$175.00. Proof of purchase and cost of uniforms purchased are required to establish allowance entitlement.

- a) Employees will be reimbursed the full amount of the commercial driver's license upon presentation of proof of payment for license. Employees who terminate employment prior to two (2) years from the last date of license acquisition shall have fifty percent (50%) of the total license price deducted from their last paycheck.
- b) Employees who terminate employment prior to one (1) year continuous service shall have the total cost of the license price deducted from their last paycheck plus \$250 for CDL training costs.

## **ARTICLE 19**

### **RETIREMENT**

All regular full-time and regular part-time employees will be covered by the Iowa Public Employee Retirement System (IPERS).

## **ARTICLE 20**

### **JOB CLASSIFICATIONS AND WAGE RATES**

#### **I. Rates for part-time employees:**

| <u>Paratransit Operators</u> | <u>7/1/06</u> | <u>7/1/07</u> | <u>7/1/08</u> |
|------------------------------|---------------|---------------|---------------|
| Student                      | \$9.22        | \$9.41        | \$9.59        |
| Student – 3 months           | 11.44         | 11.67         | 11.91         |
| 3 to 6 months                | 11.96         | 12.20         | 12.45         |
| 7 to 12 months               | 12.38         | 12.63         | 12.88         |
| 13 to 18 months              | 12.80         | 13.06         | 13.32         |
| Thereafter                   | 13.22         | 13.48         | 13.75         |

An employee will be paid the student rate in initial training.

#### **II. Rates for full-time employees:**

| <u>Paratransit Operators</u> | <u>7/1/06</u> | <u>7/1/07</u> | <u>7/1/08</u> |
|------------------------------|---------------|---------------|---------------|
| 3 to 6 months                | \$11.96       | \$12.20       | \$12.45       |
| 7 to 12 months               | 12.91         | 13.17         | 13.43         |
| 13 to 18 months              | 13.25         | 13.51         | 13.79         |
| Thereafter                   | 13.66         | 13.93         | 14.21         |

## **ARTICLE 21**

### **DURATION**

This agreement shall be effective from July 1, 2006 through June 30, 2009.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before November 15, 2009. This Agreement shall remain in effect from year to year after the expiration date, if written notice is not otherwise received.



DES MOINES REGIONAL TRANSIT AUTHORITY

BY Christin L. Hardy

Chair, Joint Board of Transit Trustees

BY Sheri Kyras

Interim General Manager

TEAMSTERS LOCAL 238

By [Signature]

Business Representative

By [Signature]

Principal Officer

By Michael C. Kr...

Lead Steward